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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

SHIMOGA DIVISION.

Notification dated 19th September 1928.

Notice is hereby given under Section 40 of the Mysore Forest Regulation that the following teak pieces which were found lying unclaimed in Mahisavalli village near Harnahalli in Kumsi Sub-Taluk have been seized and kept in the custody of Mahisavalli Patel Chennappa *bin* Basappa. Persons having any claim to the said timber may present a statement of their claims to the District Forest Officer, Shimoga Division, within a month from the date of the publication of this notice in the *Mysore Gazette*, and establish their claims thereto failing which the timber will lapse to Government under section 42 of the same regulation :—

Sl. No.	Kind	Length	Girth	C.ft.	Remarks
1	Teak poles	16-9	2-9	8	
2	Do	13-4	2-3	4	
3	Do	15-0	2-9	7	

K. REVANNA,
District Forest Officer.

KADUR FOREST DIVISION.

SALE OF TIMBER TREES.

Notification dated Chikmagalur, 14th September 1928.

It is hereby notified for general information that the right to cut and remove the following timber trees enumerated, numbered and marked for felling in the undermentioned

coupes of the State Forests in the Kadur Division for the year 1928-29, will be sold by public auction by the District Forest Officer, subject to the conditions mentioned below :—

Place of sale ... Chikmagalur Sandal Koti. Date of sale ... 8th October 1928.

Coupe	Teak		Honne		Bete		Mathi		Nandi, jambe jalari and bilwara		Other kinds		Jambe poles
	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft.	No.	C.ft.	
Devadan S. F. Coupe of 1928-29.		..	34	720	2	30	35	750	43	800	69	1,500	..
Basavankote S. F. 10—1926-27.	..	..	19	450	..	..	11	150	10	200	49	1,000	..
Basavankote S. F. 12—1927-28.	..	..	9	300	..	..	16	400	14	200	49	1,100	..
Halasur S. F. 9—1927-2	..	..	9	200	3	50	9	250	27	500	24	700	..
Do of 1 28-29	..	..	61	1,500	10	200	69	2,000	26	500	126	2,800	..
Devadan District Forest..	..	..	..	..	..	..	..	..	..	..	..	..	32—360
Sargode S. F. arrear C. I of 1922-23.	7	..	4	..	..	..	23	..	22	..	26	..	..
Sargode S F. arrear C. II of 1923-24	16	..	5	..	..	..	37	..	1	..	89	..	..
Tatkoia Dt. Ft. I, 1923-24	..	..	32	..	5	..	24	..	11	..	10	..	..
Gabgal do do ..	..	..	13	..	2	..	24	..	11	..	3	..	..
Hadioni do of 1925-24..	..	..	2	..	3	..	100	..	14	..	90	..	..
Gonakai do I of 1928-29.	..	..	61	850	13	150	5	75	13	150	..	..	..
Nasaragutti arrear Coupe I	133	950	4	15	7	30	8	30	..	..	2	10	..
Do C. No. 3 of 1928-29.	144	800	6	30	1	20	5	25	2	10	..	..	..

The sale will commence at 2 P.M. precisely, on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of the timber in the Coupes and the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Departmental elephants can be hired, when available for dragging timber, on payment of hire of Rs. 6 per male and Rs. 5 per female elephant per day rations to the elephants being supplied by the hirer at his own cost, it being clearly understood that the applicant will have to bear the whole charges for the days beginning that on which the animal is sent out for hire and sending with the day on which the animal reaches the place from which it had to start for the purpose.

N.B.—A working day is only of six hours.

Each bidder shall, before permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the bid amount less deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. The power is reserved to the District Forest Officer or such other Officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confimation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) for 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamp paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1929.

(*b*) That he shall make the fellings of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That, if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes after 30th June 1929.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of the Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF DRY TIMBER AND LOGS AND TOPS.

Notification dated 14th September 1928.

It is hereby notified for general information that the right of collecting and removing all the dry, trees in the following Amrith Mahal Kaval of the Kadur Division, for the year 1928-29, will be sold by public auction by the District Forest Officer, subject to the conditions mentioned below:—

The sale will commence at 2 P.M. precisely, and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases.

Range	Name of forest	Name of working circle	Name of felling series	Description of coupes	Timber—approximate quantity available	Place of sale	Date of sale	Remarks
					Teak			
Kadur ..	Doddangudda Amrith Mahal. Kaval.	..	..	..	70 trees ..	Chikmagalur sandal koti.	8th October 1928	Dead teak trees only.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber, etc., in the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other Officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the Officer conducting the sale to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per ce nt of the contract amou nt due by him and shall execute an agreement, on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall collect and remove the timber purchased by him before the 15th June 1929.

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber.

(*c*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable. portions either in logs, pieces or poles.

(*d*) That he will not be eligible for any refund of advance revenue if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

(*e*) That no timber prepared in the coupe shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*f*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*g*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That no timber operation shall take place in the Forest after sunset and before sunrise.

(*j*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1929.

(*k*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the quantity of timber of each kind collected and shall keep it open for the examination of Forest Officers above the grade of guards.

(1) That for any breach of any of the conditions of the contract by the contractor or his agents the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in column, (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

S. VENKATVARADA IYENGAR,
District Forest Officer.